

29 U.S.C. § 201, *et seq.*, including 29 U.S.C. § 207. To the contrary, Defendants assert that Plaintiffs were paid in full compliance with the FLSA. The Parties therefore have a bona fide dispute regarding Plaintiffs' FLSA claims.

The Agreement includes: (1) a payment to Named Plaintiff in the amount of \$2,778.94; (2) a payment to Opt-In Plaintiff Roberto Garcia Arbolaes in the amount of \$2,778.94; (3) a payment to Opt-In Plaintiff Maurillio Garcia Romero in the amount of \$4,346.59; (4) a payment to Opt-In Plaintiff Adriel Garcia Batres in the amount of \$6,058.94; and (5) a payment to Plaintiffs' counsel at Florin, Gray, Bouzas, & Owens, LLC in the amount of \$19,036.59, for fees and expenses.


The Agreement also includes: (1) a non-admissions clause; (2) a release of all Named Plaintiffs' and Opt-In Plaintiffs' claims against Defendants, except those claims that cannot be released under applicable law; and (3) dismissal with prejudice of Plaintiffs' claims in the Lawsuit.

As set forth in the Parties' Joint Motion, Plaintiffs have been represented by counsel throughout the pendency of the Lawsuit. The Parties exchange initial disclosures, which enabled them to assess the potential risks of litigation. While conducting early discovery, representatives for both Parties reached a negotiated settlement of the claims of the Lawsuit without admission of Defendants liability. Plaintiffs' counsel believes the settlement is fair, adequate, reasonable, and is in the Named Plaintiff and Opt-In Plaintiff's best interests.

The Court finds that the provisions in the Agreement and the totality of the settlement and the circumstances surrounding the negotiation of the settlement constitute a "fair and reasonable" resolution of a bona fide dispute regarding the claims released by the Agreement.

Accordingly, it is hereby **ORDERED** that the Joint Motion is **GRANTED**. The Plaintiffs' claims in the Lawsuit are hereby **DISMISSED WITH PREJUDICE**.

IT IS SO ORDERED this 30th day of January, 2020.



Judge

APPROVED FOR ENTRY:

/s/ Hunter A. Higdon

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